

AMENDMENT 4 TO THE MEMORANDUM OF UNDERSTANDING
BETWEEN
THE GOVERNMENT OF THE SWISS CONFEDERATION
AND
THE GOVERNMENT OF THE UNITED STATES
CONCERNING DEFENSE ACQUISITION
OF DECEMBER 31, 1988

The Government of the United States of America and the Government of the Swiss Confederation, hereinafter referred to as "the Governments", have agreed to amend the Memorandum of Understanding between the Government of the Swiss Confederation and the Government of the United States Concerning Defense Acquisition (MOU) signed effective November 1, 1988, and amended effective November 1, 1989, February 2, 1990, and December 31, 1997, as follows:

- a. Article I is hereby amended to revise paragraphs 3 and 4 to read as follows:

"3. Remove barriers to procurements of conventional defense supplies produced in the other country and accord to industries in the other country treatment no less favorable in relation to procurement than is accorded to industries of its own country."

"4. Evaluate bids and offers submitted by industries of the other country, and price contracts awarded to industries of the other country, without application of customs duties."

- b. Article V is hereby amended to read as follows:

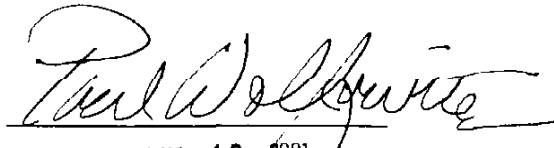
"This agreement, which was originally to remain in effect for a period of one year following its signing on November 1, 1988, but was subsequently extended via three amendments through December 31, 2000, will remain in effect through December 31, 2005, unless six months advance written notice of an intention to terminate is provided by one Government to the other Government."

- c. Subject to the above amendment, the MOU shall continue in all other respects with full force and effect.
- d. This Amendment shall enter into force on the date of the last signature, with effect from December 31, 2000.

IN WITNESS WHEREOF, the undersigned, being duly authorized by their respective Governments, have signed this Amendment.

DONE in duplicate, in the English language.

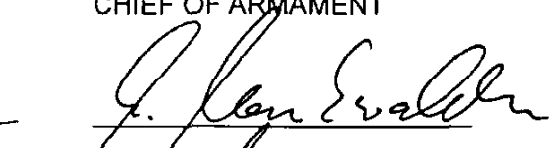
FOR THE GOVERNMENT OF THE
UNITED STATES OF AMERICA


DATE: DEC 10 2001

PLACE: _____

FOR THE GOVERNMENT OF THE SWISS
CONFEDERATION

CHIEF OF ARMAMENT


DATE: May 16, 2001
PLACE: Berne, Switzerland

AMENDMENT 3 TO THE MEMORANDUM OF UNDERSTANDING
BETWEEN
THE GOVERNMENT OF THE SWISS CONFEDERATION
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CONCERNING DEFENSE ACQUISITION
OF DECEMBER 31, 1988

The Government of the United States of America and the Government of the Swiss Confederation, hereinafter referred to as "the Governments", have agreed to amend the Memorandum of Understanding between the Government of the Swiss Confederation and the Government of the United States Concerning Defense Acquisition (MOU) signed effective November 1, 1988, and amended effective November 1, 1989, and on February 2, 1990, as follows:

- a. Article V is hereby amended to read as follows:

This agreement, which was originally to remain in effect for a period of one year following its signing on November 1, 1988, but was subsequently extended via two amendments through December 31, 1997, will remain in effect through December 31, 2000, unless six months advance written notice of an intention to terminate is provided by one Government to the other Government.

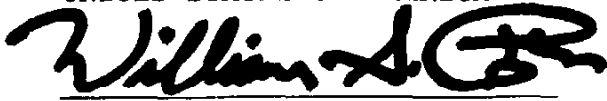
- b. Subject to the above amendment, the MOU will continue in all other respects with full force and effect.

- c. This Amendment shall enter into force on the date of the last signature, with effect from December 31, 1997.

IN WITNESS WHEREOF, the undersigned, being duly authorized
by their respective Governments, have signed this Amendment.

DONE in duplicate, in the English language.

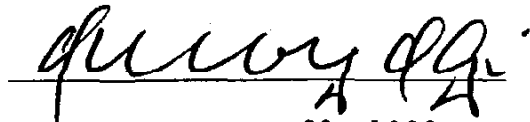
FOR THE GOVERNMENT OF THE
UNITED STATES OF AMERICA



DATE: August 21, 1998

PLACE: Washington, D.C.

FOR THE GOVERNMENT OF THE
SWISS CONFEDERATION



DATE: January 20, 1999

PLACE: Berne

AMENDMENT TO THE MEMORANDUM OF UNDERSTANDING BETWEEN

THE GOVERNMENT OF THE SWISS CONFEDERATION

AND

THE GOVERNMENT OF THE UNITED STATES

CONCERNING DEFENSE ACQUISITION

The Government of the United States and the Government of the Swiss Confederation hereby agree that the Memorandum of Understanding (MOU) between the Government of the United States and the Government of the Swiss Confederation, signed November 1, 1988, is extended to December 31, 1997. The MOU is further amended as follows:

The MOU applies to procurements by the defense departments of the Governments for

- a. equipment/supplies
- b. research and development

subject to exceptions prescribed by law or regulation. The Governments agree to exchange information and to discuss the extent to which equitable opportunities are provided for procurement subject to the MOU, i.e., coverage of similar classes of goods and services.

The MOU does not apply to construction contracts.

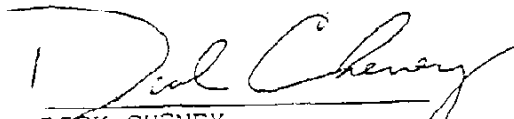
Procurements over \$25,000, or the Swiss franc equivalent, shall be publicized in accordance with Annex I of the MOU.

The Governments agree to discuss measures to limit the adverse effects of offsets on the defense industrial base of each country.

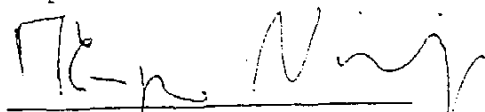
Annexes to the MOU may be signed by designated officials subordinate to the undersigned. Subject to the above amendments, the MOU shall continue in all other respects with full force and effect.

This amendment will enter into force on the date of the later signature.

For the Government of the
United States of America
The Secretary of Defense


DICK CHENEY
Done at Washington, D.C.

For the Government of the
Swiss Confederation
Chief of the Federal Military
Department


KASPAR VILLIGER
Done at Washington, D.C.

MEMORANDUM OF UNDERSTANDING
BETWEEN
THE GOVERNMENT OF THE SWISS CONFEDERATION
AND
THE GOVERNMENT OF THE UNITED STATES
CONCERNING DEFENSE ACQUISITION

PREAMBLE

The Government of the United States of America and the Government of the Swiss Confederation, hereinafter referred to as the Governments:

o Bearing in mind the traditional policy of neutrality on the part of Switzerland and the membership of the United States in the North Atlantic Treaty Organization and

o Having regard to the friendly relations existing between them and in order to:

- Make the most cost-effective and rational use of the funds allocated to defense and
- Remove barriers to reciprocal defense trade to the extent mutually beneficial and
- Promote the exchange of defense technology to the extent consistent with their respective national policies.

o Have entered into this Memorandum of Understanding (MOU).

This Memorandum of Understanding (MOU) sets out the guiding principles governing mutual cooperation in the defense procurement area.

ARTICLE I

Principles Governing Cooperation

Consistent with its laws and regulations, each Government will:

1. Seek to achieve and maintain a long-term, equitable balance in their purchases of defense equipment, in terms of the value of contracts and technological levels.
2. Exchange appropriate policy guidance and administrative procedures to facilitate achievement of the aims of this MOU.
3. Remove barriers to procurement or coproduction at the prime and subcontract levels of an item of defense equipment that has been produced in the other country. When a firm of the other party submits a bid or offer which would be the low responsive and responsible offer but for the application of any buy-national requirements, both parties agree to process waiver requests of any buy-national requirement or restrictive procurement regulations.
4. Waive customs and duties.
5. Use competitive contracting procedures in acquiring defense equipment.
6. Give full consideration to all qualified industrial and/or Government sources in each other's country consistent with the national procurement policy and criteria. Items offered shall satisfy requirements for performance, quality, delivery and cost. Both Governments will use their best efforts to facilitate the qualification for eligibility.
7. Provide information regarding requirements and proposed purchases in accordance with Annex I hereto in a timely fashion to ensure adequate time for industries of the other country to qualify for eligibility and submit a bid or proposal.
8. Collect and provide to each other on an annual basis statistics on each Government's purchases of defense equipment produced in the other country.

9. Ensure that the technical data and defense equipment made available for use by their industry under this MOU are not used for any purpose, other than for the purpose of bidding on and performing a prospective defense contract, without the prior agreement with those owning or controlling proprietary rights, and that full protection shall be given to such proprietary rights or to any privileged, protected, or classified data and information they contain. In no event shall such technical data and defense equipment be transferred to any third country or any other transferee without the prior written consent of the originating Government.

10. Establish arrangements and procedures concerning follow-on logistic support for items of defense equipment, on a case-by-case basis, as covered by this MOU. Both Governments will make their defense logistic systems and resources available for this purpose as required and mutually agreed.

ARTICLE II

Implementation Authority

1. The Under Secretary of Defense (Acquisition), will be the responsible authority in the United States Government for the implementation of this MOU.

2. The Chief of Armament of the Federal Military Department will be the responsible authority of the Government of Switzerland for implementing this MOU.

ARTICLE III

Industry Participation

1. Each Government will be responsible for calling to the attention of the relevant industries within its country the basic understanding of this MOU, together with appropriate implementing guidance. Both Governments will take all necessary steps so that the industries comply with the regulations pertaining to security and to safeguarding classified information.

2. Implementation of this MOU will involve full industrial participation. Accordingly, the Governments will arrange to inform their respective procurement and requirements offices concerning the principles and objectives of this MOU. However, primary responsibility for finding business opportunities in areas of research and development and production shall rest with the industrial participants of each country.

ARTICLE IV

Security

Any classified information furnished by either Government in connection with the implementation of this MOU shall be protected by the receiving Government in accordance with the U.S.-Switzerland General Security of Information Agreement of 19 December 1961, as amended 6 August 1981, and the Security Procedures for Industrial Operations dated 20 July 1983.

ARTICLE V

Duration and Termination

This agreement will enter into force on the date of later signature and will remain in force for one year, unless otherwise agreed by the two Governments. The agreement may be terminated by either Government by notification in writing.

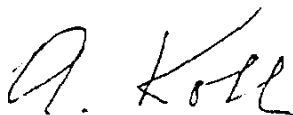
ARTICLE VI

Administration

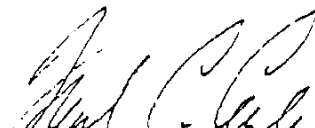
1. Each Government will designate points of contact at the Ministry of Defense level and in each purchasing service/agency.
2. Progress under this MOU will be discussed during the annual meeting of a Steering Committee organized to include representatives of both countries.

For the Government of the
Swiss Confederation
The Chief of the Federal
Military Department

For the United States Government
The Secretary of Defense



Arnold Koller
Done at Berne, Switzerland



Frank C. Carlucci, III
Done at Washington, DC

Date 1 Nov. 1988

Date 25 OCT 1988

ANNEX I
TO THE
MEMORANDUM OF UNDERSTANDING
BETWEEN THE GOVERNMENT OF THE SWISS CONFEDERATION
AND THE GOVERNMENT OF THE UNITED STATES
CONCERNING DEFENSE ACQUISITION

1. The United States Department of Defense will publish in a publicly available periodical notice of proposed purchases. Similarly, the Federal Military Department of Switzerland will submit to a designated point of contact of the US Embassy in Berne a summary of the proposed purchases. In both cases, the following information will be given at least 15 days prior to the issuance of the solicitation:

- a. subject matter of the contract;
- b. time-limits set for the submission of offers or an application for solicitation; and
- c. addresses from which solicitation documents and related data may be requested.

2. The Governments shall provide on request copies of solicitations for proposed purchases. A solicitation shall constitute an invitation to participate in the competition, and shall contain the following information:

- a. the nature and quantity of the products to be supplied;
- b. whether the procedure is by sealed bids or negotiation;
- c. any delivery date;
- d. the address and final date for submitting offers as well as the language or languages in which they must be submitted;
- e. the address of the agency awarding the contract and providing any information required from suppliers;
- f. any economic and technical requirements, financial guarantees and information required from suppliers;
- g. the amount and terms of payment of any sum payable for solicitation documentation.

3. Generally, any conditions for participation in procurements shall be published in adequate time to enable interested suppliers to complete the bidding process.

4. The Governments shall, upon request by any supplier, promptly provide pertinent information concerning the reason why that supplier's application to qualify for the suppliers' list was rejected, or why that supplier was not invited or admitted to tender.

5. The Governments shall establish a contact point to provide additional information to any unsuccessful offeror dissatisfied with the explanation for rejection of his offer or who may have further questions about the award of the contract. There shall also be procedures for the hearing and reviewing of complaints arising in connection with any phase of the procurement process, so as to ensure that, to the greatest extent possible, disputes under this Agreement will be equitably and expeditiously resolved between the suppliers and the entities concerned.

6. Upon request by an unsuccessful offeror, the purchasing Government shall promptly provide that offeror with pertinent information concerning the reasons why the offeror was not selected, including information on the characteristics and the relative advantages of the offer selected, as well as the name of the winning offeror.